

AGREEMENT
between
THE CITY OF ALBUQUERQUE
and
AFSCME LOCAL 624 TRANSIT UNION

Effective November 9, 2008 through
June 30, 2011

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AGREEMENT

0. RECITALS

0.1 Preamble

0.1.1 The general purpose of this Agreement is to:

01.1.1 Provide for the wages, rates of pay, hours and other conditions of employment of the MCOs and SVCs of the Albuquerque Transit Department;

0.1.1.2 Provide for an efficient means of manning the service;

0.1.1.3 Provide for the fair treatment of City Transit MCOs and SVCs;

0.1.1.4 Provide for the efficient operation of the Albuquerque Transit Department so that public transportation service may be rendered in such a manner as will best serve the public convenience and necessity without interruption;

0.1.1.5 Provide for the prompt and amicable adjustment of disputes which may arise out of the application or interpretations of this Agreement or otherwise;

0.1.1.6 Provide for such other arrangements which may be deemed advisable by the parties hereto to safeguard their respective interests and establish and maintain harmonious relationships; and

01.1.7 Provide for the safeguarding of the City's Property.

0.2 Authority

0.2.1 This Agreement has been made and entered into between the City of Albuquerque, New Mexico hereinafter referred to as "City", and the AFSCME Local 624, hereinafter referred to as the "Union", representing the full-time permanent, non-probationary Motor Coach Operators (MCOs) and Sun Van Chauffeurs (SVCs) employed by the Albuquerque Transit Department of the City of Albuquerque, New Mexico.

0.3 Scope of Agreement

1 0.3.1 This Agreement relates to the employees of the City of Albuquerque
2 in the designated collective bargaining unit. The parties do hereby
3 acknowledge that this Agreement represents an amicable understanding
4 reached by the parties as the result of negotiations of the parties as
5 provided in the City of Albuquerque Employee Relations Ordinance.
6

7 0.3.2 This Agreement replaces in its entirety any and all previous
8 Agreements and represents the only Agreement of the parties hereto.
9 When any conflicts occur, this Agreement shall govern as provided by the
10 City of Albuquerque Employee Relations Ordinance.
11

12 0.3.3 Under normal circumstances, the Union will be given prior notice of
13 proposed changes in City or department wide written policies that directly
14 affect bargaining unit employee working conditions. The Union will be
15 given fourteen (14) days from the time of notice to provide input. This input
16 period may or may not delay implementation, but may require revision or
17 cancellation of the originally proposed policy. The parties may agree to
18 extend time limits by mutual consent. Notwithstanding the foregoing
19 commitment, neither party shall be required to negotiate any issue during
20 the term of this Agreement, whether the issue is contained in this
21 Agreement or not part of this Agreement, unless specifically mandated by
22 another provision of this Agreement.
23

24 **0.4 Recognition**

25

26 0.4.1 The Union, having shown that it represents a majority of employees
27 holding the job position of MCOs and SVCs is hereby recognized as the
28 exclusive bargaining agent for such permanent, non-probationary MCO
29 and SVC employees. The City agrees to deal with appointed or elected
30 Union officials designated by the Union. The Union agrees to work
31 through the Transit Department and then if necessary through the Office
32 of Employee Relations on any issue that may arise concerning employee
33 problems or this contract.
34

35 0.4.2 The right of individual employees to present their own requests or
36 process their own grievances except an appeal to the (Labor Board or
37 Arbitration) shall not be impaired by this Agreement. The Union will be
38 given written notice of any grievance filed by any member of the NMTU
39 and a Union representative may be present at such grievance.
40

41 0.4.3 For the purpose of this Agreement, the term "employees" shall
42 include, as heretofore states, only those permanent non-probationary
43 employees holding the job position of MCOs and SVCs. All other
44 employees irrespective of their job position title, including those who are
45 members of supervision, shall be excluded from representation by the
46 Union.
47

1 0.4.4 It is understood that for collective bargaining purposes, the Union
2 will represent all permanent non-probationary Motor Coach Operators
3 ("MCOs") and Sun Van Chauffeur ("SVCs") and not temporary or
4 probationary employees;
5

6 0.4.4.1 All new MCOs and SVCs will be hired as permanent,
7 probationary employees; and
8

9 0.4.4.2 The City may only hire temporary drivers for short-term
10 operational purposes which cannot be fulfilled with permanent
11 drivers. These special events may include adjustments for vacation
12 schedules or unanticipated peak service needs.
13

14 0.4.5 The parties recognize the right of the Transit Department to hire and
15 use temporary MCOs and SVCs as per Section 4.4.2 above. For
16 purposes of this agreement, "temporary" shall be defined as an employee
17 who is given a termination date at the time of initial employment and
18 whose length of temporary service shall not exceed six (6) months.
19 Temporary employees shall not be members of the bargaining unit, and
20 their rights shall be governed by the provisions of the Merit System
21 Ordinance and the Personnel Rules and Regulations.
22

23 0.4.6 Temporary MCOs and SVCs will be given preference in filling
24 permanent positions as they become available, when no qualified
25 permanent employees are available to fill the vacancy. Temporaries will
26 be selected for permanent positions based first on performance and
27 second on seniority. If there are no qualified permanent or temporary
28 employees available to fill a vacancy, the Department may fill the vacancy
29 by whatever means it deems appropriate. The City agrees to forward to
30 the Union through the Transit Manager, the names of new employees who
31 come within the scope of this agreement.
32

33 0.4.7 Temporary MCOs who become permanent MCOs after serving 6 or
34 more months as a temporary shall not be required to serve a probationary
35 period and shall immediately gain permanent, non-probationary status.
36 Temporary MCOs who become permanent MCOs after serving less than 6
37 months as a temporary shall be required to serve a probationary period
38 which brings their total length of service as an MCO to 6 months, following
39 which time the MCO shall gain permanent, non-probationary status.
40

41 0.4.8 The provisions of subsection 4.6 shall apply to temporary SVCs who
42 become permanent SVCs.
43

44 0.4.9 Temporary MCOs, with less than 4 months of service who transfer to
45 positions as permanent probationary SVCs shall be required to serve a
46 probationary period which brings their total length of service to 6 months

1 following which time the employee will gain permanent, non-probationary
2 status. Temporary MCOs with more than 4 months of service, and less
3 than two months previous experience as SVCs, who transfer to positions
4 as permanent probationary SVCs will be required to serve an additional
5 probationary period of two months, less any amount of time previously
6 spent as an SVC following which time the employee will gain permanent,
7 non-probationary status after six months of total service. Temporary
8 MCOs who transfer to positions as permanent SVCs with at least two
9 months previous experience as SVCs, will gain permanent non-
10 probationary status upon transfer to the permanent position.
11

12 0.4.10 The provisions of subsection 4.8 shall also apply to temporary
13 SVCs who transfer to positions as permanent, probationary MCOs.
14

15 0.4.11 Should the decision of any court of competent jurisdiction render
16 any part of this Section invalid or otherwise null and void, the parties will
17 comply with the decision of the court.

18 1. GENERAL LABOR/ MANAGEMENT PROVISIONS

19 **1.1 Agency Fee/ Fair Share**

20 1.1.1 Payment of an agency fee by non-union bargaining unit employees
21 has been authorized by Resolution of the Albuquerque City Council; and
22 Resolution requires that any agency fee provision negotiated pursuant to
23 the Resolution comply, with all State and Federal legal requirements.
24

25 1.1.1.1 The Union will retain an independent auditor to audit its
26 receipts and expenditures for the previous 12 months and once
27 every 12 months thereafter;
28

29 1.1.1.2 The Union will publish the results of the audit, including an
30 adequate explanation of the agency fee, to bargaining unit
31 members;
32

33 1.1.1.3 Bargaining unit members shall have 30 days to file a
34 challenge to the apportionment of the agency fee;
35

36 1.1.1.4 Any challenge shall be heard by an impartial decision
37 maker;
38

39 1.1.1.5 The amount of the agency fee shall only include costs
40 which arise from the negotiation and administration of the collective
41 bargaining agreement and the adjustment of grievances or
42 prohibited practices charges filed by the Union;
43
44
45

1.1.1.6 Under no circumstances shall non-union bargaining unit members be required to contribute toward the Union's social, political, or charitable activities, nor shall any bargaining unit member be subject to any retaliation for refusal to contribute to such activities;

1.1.1.7 The Union has the burden at all times of providing that its costs were properly apportioned to the agency fee;

1.1.1.8 Any portion of the agency fee which specifically challenged shall be held in escrow until resolution of the challenge;

1.1.1.9 To the extent permitted by law, the Union will indemnify and hold the City harmless, including payment of attorney fees and costs for counsel chosen by agreement of the parties for any claim or challenge to the imposition of an agency fee;

1.1.2 Once the appropriate amount of the agency fee for the previous 12 months has been determined, the City agrees to deduct that amount from the pay of bargaining unit members for the subsequent 12 months.

1.1.3 The City shall make such fair share payment deductions for employees in the Union's bargaining unit who do not submit an authorization form for Union dues deduction, as otherwise provided by the current collective bargaining agreement.

1.1.4 The City shall make employee payroll deductions for fair share payments upon notification to the non dues-paying bargaining unit employee of the amount and reason for such payment.

1.1.5 All money deducted from wages for fair share payment shall be remitted to the Union after payday covering the pay period of deduction. If an employee has insufficient earnings for the pay period, no fair share payroll deduction will be made for that employee for that pay period.

1.2 Payroll Deduction of Union Dues

1.2.1 For the convenience of the Union and its members, the City agrees to deduct regular bi-weekly dues, Union-sponsored insurance and pension plan payments from the pay of those employees who properly authorize the City to make such deductions.

1.2.2 Such deduction requests will authorize the City to deduct the amounts specified in writing by the Treasurer of the Union. The amounts authorized may be changed through the Treasurer of the Union.

1.2.3 The Treasurer of the Union will submit, a listing of deductions for new members to City Payroll Department. Such listing will be in the format approved by the City.

1.2.4 Changes in established deductions may be submitted by the Treasurer once per calendar quarter. Such changes will be submitted in the format approved by the City no later than ten (10) days prior to the end of the second pay period in the month requested.

1.2.5 The Union will stock the forms necessary for Union deductions or their cancellations.

1.2.6 Deductions shall be remitted to the Treasurer of the Union on a bi-weekly basis and the City shall furnish to the Treasurer of the Union, monthly, a record of those for whom deductions have been made each month.

1.2.7 Employees who are dues paying members of AFSCME Local 624 Union, and wish to cancel dues deductions will do so by providing appropriate notice to Local 624 during the first week of the month of January. Such cancellation notice must have the president's signature.

1.2.8 The Union shall indemnify, defend, and save the City harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or as a result of any conduct taken by the City for the purpose of complying with the above.

1.3 Union Rights

1.3.1 The employer agrees that Local 624 Officers, staff representatives, and stewards shall have reasonable access to the premises of the Employer after giving appropriate notice and obtaining approval from management in charge of the specific work area. Such visitations shall be for the purpose of administering this Agreement. The Union agrees that such activities shall not interfere with the operational requirements of the Employer. The Employer will designate a meeting place or will provide a representative to accompany Union officials where significant security requirements exist. Union staff representatives or local Union representatives may request meetings as needed to prevent, clarify or resolve a problem.

1.3.2 Local Union officers may be granted time off without pay from their normal duties to attend conventions, conferences and seminars previously identified by the parties and monthly Union meetings on the second Wednesday and last Wednesday of the month. Union officers may also be granted leave without pay for Union matters approved by the appropriate

1 supervisor or the Office of Employee Relations. For the purposes of this
2 paragraph, "Union Officers" shall be limited to the elected officers and
3 executive board members of the Union. Requests for this leave that
4 exceed ten (10) days will be subject to the approval of the CAO. The
5 employee may utilize accumulated vacation time or leave without pay for
6 these purposes. Local Union stewards may be granted time off without
7 pay from their normal duties to attend monthly Union meetings on the
8 second Wednesday and last Wednesday of the month. The Union shall
9 provide the Employee Relations Officer and each affected supervisor with
10 the names of the stewards. The Union shall update the list as changes
11 occur. Union leave without pay shall be subject to the prior approval of the
12 department. The department shall determine whether or not to approve a
13 employee's request based solely on the operational needs of the
14 department. If a bargaining unit employee is elected to an officer's
15 position within the union, the officer will be granted vacation leave or leave
16 without pay for the union's national convention, provided the officer
17 submits a leave request form prior to the employee's submission of a
18 registration form to the union's national convention.
19

20 1.3.3 The City will authorize a maximum of twenty (20) hours per week
21 with pay for the Union President to assist with the resolution of
22 labor/management issues. The Union shall notify the Employee Relations
23 Officer in advance and obtain prior approval when requesting leave for
24 City business for the President's designee.
25

26 1.3.4 The City will compensate a designated employee Union
27 representative for time spent in grievance resolutions as well as other
28 matters directly related to representation of the bargaining unit members
29 which are also beneficial to the City of Albuquerque.
30

31 1.3.5 A bulletin board will be furnished by the City for the posting of
32 official Union notices and other information. Such notices shall not include
33 religious, political, derogatory, inflammatory, or discriminatory notices. The
34 bulletin board will not be used to criticize the Union, and any of the Union
35 policies, any of the Union officials, management, any management
36 policies, or any management employee. The Union may apply locks to
37 these boards at its own expense.
38

39 1.3.6 A union official who is on leave without pay status on the day before
40 or the day after a City approved holiday shall be eligible for holiday pay if
41 the official is required to work the holiday provided the official's leave
42 without pay has been approved by the City for official City business. A
43 maximum of two (2) union officials shall be eligible for this benefit on any
44 given holiday.
45

1.3.7 Leave without pay: Employees holding office in the union may be granted leave without pay under the provisions of Section 18 of the Merit Systems Ordinance, as amended. The employee will retain seniority rights as defined in Section 14 of this Agreement.

1.3.8 The rights guaranteed to the union in this agreement are exclusive rights. These rights shall not be granted to a competing labor organization.

1.4 City Rights

1.4.1 The City retains all rights not expressly curtailed by this Agreement and as provided in Section 2-2-5 of the Employee Relations Ordinance, Council Bill 0-67, as amended and approved January 3, 1977.

1.4.2 Social Security numbers are to be kept confidential. Should any information be needed, the employee will provide requested information to employer.

1.4.3 The Union agrees to cooperate in voluntary fund drives supported by the City.

2. PAY PROVISIONS

2.1 Salary Schedule

2.1.1 No step increases will be granted or paid for the duration of this Agreement.

2.1.2 The total compensation, including benefits, for bargaining unit employees for Fiscal Year 2008 will be increased in Fiscal year 2009 by three percent (3%), including benefits. The effective date of this compensation increase shall be the first pay period after the parties ratify the proposed Agreement.

GRADE		1	2	3	4
MOTORCOACH	Q00	\$ 11.45	\$ 12.49	\$ 13.88	\$ 17.12
SUN VAN	QSV	\$ 10.30	\$ 11.34	\$ 12.73	\$ 15.97
SUN VAN P					
ENDORSEMENT	QSP	\$ 11.45	\$ 12.49	\$ 13.88	\$ 17.12

2.1.3 The total compensation, including benefits, for bargaining unit employees for Fiscal Year 2009 will be increased in Fiscal year 2010 by

three percent (3%), including benefits. The effective date of this compensation increase shall be the first pay period after June 20 2009.

GRADE		1	2	3	4
MOTORCOACH	Q00	\$11.79	\$12.86	\$14.30	\$17.63
SUN VAN	QSV	\$10.61	\$11.68	\$13.11	\$16.45
SUN VAN					
ENDORSEMENT	QSP	\$11.79	\$12.86	\$14.30	\$17.63

2.1.4 A SVC operator who holds a New Mexico Commercial Driver's License with a "P" endorsement shall receive a skill pay hourly differential equal to the difference between the employee's hourly rate on the SVC Salary Schedule and the hourly rate to which the employee would be eligible if the employee were a MCO driver. In order to receive this benefit, a SVC operator shall be responsible for informing the Department that the operator has the license. SVC drivers shall be included in the Christmas Eve Luminaria Tour B and the July 4 Holiday Activities draft provided the drivers hold New Mexico Commercial Driver's licenses with "P" endorsements.

2.1.5 All MCOs and SVCs shall be paid twelve (12) minutes per day for each pullout of a regular assignment from the Transit Department Terminal for the purpose of performing those preparatory duties stipulated by the Transit Director. Should additional preparatory duties be requested by the Transit Director, the negotiating committees of the City and the Union shall meet to determine the amount of additional preparatory time required. All MCOs and SVCs shall be paid six (6) minutes for storing equipment at the end of the run after pulling in to the yard at the Transit Department Terminal.

2.1.6 MCOs and SVCs will be paid every other Friday, as is the current practice of the City.

2.1.7 This agreement is enacted in accordance with the provisions of the Labor-Management Relations Ordinance, § 3.2.18 R.O. 2002.

2.2 Longevity Pay for Members

2.2.1 Longevity pay will be paid as follows for the term of this contract.

Years of Continuous Service	Longevity Pay per Pay Period
5 years and 1 month	\$19.62
6 years and 1 month	\$23.54
7 years and 1 month	\$27.46
8 years and 1 month	\$31.38
9 years and 1 month	\$35.31
10 years and 1 month	\$39.23
11 years and 1 month	\$43.15
12 years and 1 month	\$52.62
13 years and 1 month	\$57.00
14 years and 1 month	\$61.38
15 years and 1 month	\$65.77
16 years and 1 month	\$70.15
17 years and 1 month	\$74.54
18 years and 1 month	\$78.92
19 years and 1 month	\$83.31
20 years and 1 month and over	\$87.69

2.2.2 For employees hired within the Department after July 1, 2003, all City service time shall be used to compute longevity "years of continuous service."

2.3 Overtime

2.3.1 MCO Operators, Extra Board Operators and SVCs will be paid at the rate of time and one-half their regular hourly rate of pay for all hours worked in excess of 40 hours per week.

2.3.2 If the unscheduled extra board protector is called in to work and no work is available when he/she reports to work, the employee will be guaranteed at least two (2) hours work.

2.3.3 The Union President may count up to eight (8) hours per pay period of unpaid leave for Union business as time worked, for purposes of computing overtime under this Section.

2.3.4 Two members of the Union, one from Sun Tran and one from Sun Van may count up to four (4) hours of unpaid leave for Union business as time worked, for purposes of computing overtime under this section.

2.3.5 Time during which an employee is off work as a result of uncertified personal sick leave shall not be included in the calculation for overtime eligibility.

1
2 **2.4 Compensatory Time**
3

4 2.4.1 Prior to working an overtime assignment the employee and
5 management by mutual agreement may provide for the overtime
6 assignment to be worked for compensatory time at one and one-half (1
7 1/2) times the hours worked over forty (40) hours per week. The
8 employee shall be responsible for providing the written documentation for
9 the supervisor's signature.
10

11 2.4.2 Employees will be allowed to accrue a maximum of 40 hours
12 worked which equals 60 hours of comp time. Approved comp time will be
13 used on a "first come first served basis." There will be a maximum
14 retention period for accrued comp time. The comp time must be used by
15 April 1, of each year. Any comp time not used by December 31 of each
16 year will be paid on the next full pay period.
17

18 2.4.3 Employees who have accrued compensatory time at the time of
19 termination of employment shall be paid for the unused compensatory
20 time at their current rate of pay if such time cannot be scheduled and
21 taken prior to the termination date.

22 **3. INSURANCE COVERAGE and BENEFITS**
23

24 **3.1 Premium Costs**
25

26 **This section intentionally left blank**
27

28 **3.2 Insurance Programs**
29

30 3.2.1 The City will furnish Group Life Insurance to employees of this
31 bargaining unit.
32

33 3.2.2 The City will provide group hospitalization plan(s) for its employees.
34 The plan is voluntary. The City will pay 83% of the cost and the employee
35 will pay 17% for each employee or the employee and the employee's
36 dependents who elect to participate in a plan. The plan will continue to be
37 in effect until modified or amended by the City.

38 **4. RETIREMENT PLANS**
39

40 **4.1 NM Public Employees Retirement Association**
41

42 4.1.1 The City will abide by the Public Employees Retirement Act of New
43 Mexico as is now in effect. Employees of the Transit Department of the

1 City of Albuquerque covered by this bargaining agreement are by State
2 Law members of P.E.R.A.

3
4 4.1.2 The City shall assume nine and eighty-six hundredths percent
5 (9.86%) of the employee's P.E.R.A. premium contributions.
6

7 4.1.3 In the event the P.E.R.A. Board or a court of competent jurisdiction
8 determines the City cannot implement the increases to the P.E.R.A.
9 contribution, as set forth above, the parties will meet to negotiate and
10 alternative means of implementation in compliance with P.E.R.A.
11 regulations and the applicable law.
12

13 4.1.4 Should state legislation be enacted to allow for an increase in the
14 formula for retirement when the increase in cost is to be born completely
15 by the employee, the City will afford the employees an opportunity to vote
16 on the issue of inclusion under the increased formula.

17 5. VACATION LEAVE

18 19 **5.1 Vacation Leave**

20
21 5.1.1 Employees shall be permitted to submit scheduled vacation
22 requests at a designated time for two (2) consecutive weeks and another
23 week after completion of first vacation bid for any remaining available
24 slots.
25

26 5.1.2 An employee who has accumulated over two (2) years vacation may
27 convert fifty percent (50%) of the accumulation over two (2) years to a
28 cash payment once a year.
29

30 5.1.3 Pay for accrued vacation may be obtained by an employee prior to
31 leaving on vacation provided the employee gives at least two (2) weeks
32 notice of the request to the employee's supervisor.
33

34 5.1.4 An employee shall be permitted to use accrued vacation time to
35 compensate the employee for a tardy on a day before or day after a
36 designated paid holiday provided the tardy does not exceed eleven (11)
37 minutes. If the employee does not have enough accumulated vacation
38 time to cover the tardy, the tardy time shall be considered leave without
39 pay, and the employee shall not be eligible for holiday pay if the employee
40 works the designated holiday. The employee shall not be permitted to use
41 paid sick leave for a tardy. This provision shall not supersede any
42 provisions of this Agreement's "missout" provisions (Section 12xxx).
43

44 5.1.5 An employee who leaves employment with the City will be
45 compensated for any unused vacation leave. If an employee dies while

employed with the City, the employee's vacation leave accumulation will be paid to the employee's beneficiary as identified in the life insurance policy carried by the City.

5.2 Vacation Leave Accrual Rates

5.2.1 MCOs and SVCs shall accrue vacation on the basis of a (40) forty-hour week.

Continuous Service	Monthly Accrual	Yearly Accrual
1 month to 5 years	8.3 hours	12.5 – 8 hour days
5 years to 10 years	10 hours	15.0 – 8 hour days
10 years to 15 years	12 hours	18.0 – 8 hour days
15 years and over	13.3 hours	20.0 – 8 hour days

5.2.2 MCOs and SVCs may not receive their scheduled bid vacation when transferring to MCOs and SVCs. But, they will be entitled to a vacation sometime within 12 months. The Union and Management will meet and confer on a case-by-case basis to resolve scheduling issues resulting from employees transferring from MCO or SVC.

6. SICK/ ILLNESS LEAVE

6.1 Sick Leave

6.1.1 Emergency leave may be charged to accumulated sick leave for up to three (3) days in the case of serious illness or injury to a member of the immediate family of the employee. A doctor's certificate stating the nature of the illness and requesting the employee's presence is required. Immediate family for the purpose of emergency leave is defined as the employee's spouse, child, stepchild, mother, father, grandparents, mother-in-law, father-in-law, brother, and sister.

6.1.2 The parties hereto agree and understand that the City and the Union will abide by the provisions of the Workers' Compensation Act of the State of New Mexico.

6.1.3 Personal illness disciplinary measures:

6.1.4.1 Third (3rd) occurrence: documented verbal notification.

6.1.4.2 Fourth (4th) occurrence: written notification.

6.1.4.3 Fifth (5th) occurrence: pending a re-determination hearing (PDH), one (1) day working suspension.

1 6.1.4.4 Sixth (6th) occurrence: pending a PDH, three (3) day
2 suspension without pay.
3

4 6.1.4.5 Seventh (7th) occurrence: pending a PDH, fifteen (15) day
5 suspension without pay.
6

7 6.1.4.6 Eight (8th) occurrence: pending a PDH, termination.
8

9 6.1.4.7 This section shall not be interpreted in a manner that limits
10 the department's right and responsibility to discipline an employee
11 who abuses sick leave.
12

13 6.1.4.8 This progressive discipline procedure shall be applied on a
14 revolving twelve (12) month basis.
15

16 6.1.4.9 Five (5) pre-determination hearings that result in findings of
17 guilt within a two (2) year period will be just cause for termination.
18

19 6.1.4 For the purposes of this sub-section only, the Department shall not
20 be required to participate in the mediation process when an employee is
21 notified of the Department's intent to implement disciplinary action against
22 an employee. Each employee shall have a "zero occurrence" balance on
23 November 9, 2008.
24

25 6.1.5 Doctors' appointments: Employees are strongly encouraged to
26 schedule doctor appointments during hours when the employee is off duty
27 or when the appointment will have minimum impact on the Department.
28 An employee will only be granted an entire workday off for a doctor's
29 appointment if the employee is unable to perform the essential functions of
30 the employee's job duties.
31

32 6.1.6 For the purposes of this section, a single illness or disability shall be
33 considered as one (1) occurrence. The Department shall not include a
34 personal absence for a doctor's appointment that requires an absence of
35 two (2) hours or less as an "occurrence."
36

37 6.1.7 An employee who has a zero balance in the employee's sick leave
38 accumulation will be informed of an unauthorized sick leave absence. A
39 pre-determination disciplinary hearing shall be scheduled for the
40 employee. An employee with a zero balance who continues to report off
41 as sick will be placed in a physical layoff status and will be subject to the
42 procedures set forth in the City's Personnel Rules and Regulations.
43

44 6.1.8 An employee who feigns illness to avoid work at any time or under
45 any circumstances will be subject to disciplinary action, including
46 termination.

1
2 **6.2 Sick Leave Conversion**

3
4 **This section intentionally left blank**

5
6 **6.3 Sick Leave Death Benefit**

7
8 6.3.1 An operator who dies under honorable circumstances, will have all
9 unused accrued sick leave paid to the Operator's beneficiary identified on
10 the City's life insurance policy. This benefit does not apply in the case of
11 suicide.
12

13 **6.4 Donation of Sick/ Vacation Leave**

14
15 6.4.1 Vacation donations are subject to approval at the department level
16 in accordance with the following procedure:
17

18 6.4.1.1 An employee may submit a written request for vacation
19 donation to the employee's immediate supervisor. The immediate
20 supervisor shall decide whether or not to approve the request by
21 considering the Family and Medical Leave (FMLA) criteria for
22 serious illness set forth in the City's Personnel Rules and
23 Regulations. The immediate supervisor shall have the authority to
24 decide whether or not to approve the request.
25

26 6.4.1.2 If the immediate supervisor rejects the employee's request,
27 the employee may appeal the decision to a Donation Committee
28 comprised of one (1) person appointed by the Union, one (1)
29 person appointed by the Department and a neutral person chosen
30 by the other two (2) appointees. The neutral shall be chosen from
31 the City's trained panel of mediators. The committee shall meet
32 with the employee or the employee's designee if the employee is
33 unable to attend for good cause and immediate supervisor or the
34 supervisor's designee if the supervisor is unable to attend for good
35 cause to hear arguments from both individuals pertaining to the
36 request and rejection. The Committee shall consider the FMLA
37 criteria as the standard for review of the issue. The committee shall
38 issue a decision on the matter to both parties.
39

40 6.4.1.3 If the committee rejects the employee's request, the
41 employee may appeal the committee's decision to the Department
42 Director. The Director shall issue a decision on the matter that shall
43 be final and binding. There shall be no further administrative review
44 of the matter, and the issue may not be appealed through this
45 Agreement's Grievance Procedure.
46

1 6.4.1.4 The employee collecting the hours shall be compensated
2 four (4) hours City time.

3
4 6.4.2 City wide vacation and sick leave donations will require CAO
5 approval. The employee collecting the hours will be compensated four (4)
6 hours City time.

7
8 **6.5 Bereavement Leave**
9

10 6.5.1 A maximum of three (3) days emergency leave may be used in case
11 of death in the employee's immediate family. An additional day may be
12 granted for every 500 miles traveled from Albuquerque one way required
13 to attend funeral services. Proof of death will be required before the
14 absence may be charged to emergency leave. Operators may request
15 vacation or shift exchange for brothers-in-law, sisters-in-law or
16 grandparents-in-law.

17
18 **6.6 Family and Medical Leave Act (FMLA)**
19

20 6.6.1 The City and the Union agree to abide by the provisions of F.M.L.A.

21 **7. RECOGNIZED HOLIDAYS**
22

23 **7.1 Holiday Pay**
24

25 7.1.1 In addition to normal holiday pay at straight time, time and one-half
26 will be paid for all hours worked on the day of the City observes for the
27 following holidays:

28
29 7.1.1.1 New Year's Day

30 7.1.1.2 Martin Luther King's Birthday

31 7.1.1.3 President's Day

32 7.1.1.4 Memorial Day

33 7.1.1.5 Independence Day

34 7.1.1.6 Labor Day

35 7.1.1.7 Veteran's Day

36 7.1.1.8 Thanksgiving Day

37 7.1.1.9 Day after Thanksgiving

38 7.1.1.10 Christmas Day

39 7.1.1.11 Employee's Birthday (In accordance with Section 401.1 of
40 the Personnel Rules and Regulations as stated on 10/14/91).

41
42 7.1.2 Employees will be given an option to take an alternate holiday for
43 Veterans' Day and Washington's Birthday. In selection of an alternate
44 holiday, seniority will be given preference. The employee may opt to
45 receive either time and one-half off-duty or pay.

1
2 7.1.3 A Union official who is on leave without pay status on the day before
3 or the day after a City approved holiday shall be eligible for holiday pay if
4 the official is required to work the holiday provided the official's leave
5 without pay has been approved by the City for official City business. A
6 maximum of two (2) Union officials shall be eligible for this benefit on any
7 given holiday.
8

9 7.1.4 Employees who are required to work on a holiday may designate
10 that holiday as a floating holiday. If the employee elects to exercise this
11 option they will work the designated legal holiday at straight time pay and
12 may opt to receive either time and one-half off duty or time and one-half
13 pay. If the time off is selected such time will be scheduled subject to
14 staffing needs and the approval of management.
15

16 7.1.5 An employee who is not required to work on a holiday may request
17 to work the holiday and float the holiday to another date. The request must
18 be submitted by the employee to the employee's supervisor no later than
19 seventy-two (72) hours prior to the holiday. The date which the employee
20 wishes to substitute for the designated holiday must occur no later than
21 one (1) year after the designated holiday. If the supervisor approves the
22 request to work the holiday and the employee's requested floating holiday,
23 the employee will receive straight time pay for hours worked on the
24 holiday and the floated holiday. It is recognized that the provision of
25 subsection B above will not apply to employees working on a holiday
26 under the terms of this subsection.

27 8. MILITARY LEAVE

28 29 **8.1 Members of Organized Reserve Units**

30
31 8.1.1 Military Leave of Absence: Employees who are members of the
32 National Guard, Air National Guard or any organized reserve unit of the
33 Armed Forces of the United States, including the Public Health Services,
34 are granted:
35

36 8.1.1.1 The equivalent of fifteen (15) 8-hour work days of paid
37 military leave per calendar year. This leave, while normally used
38 for annual training purposes, may also be used for pre-deployment
39 training or active duty service and or
40

41 8.1.1.2 The equivalent of an additional fifteen (15) 8-hour work
42 days of paid military leave per calendar year if the employee is
43 mobilized to active duty by the President of the United States in
44 support of operations overseas, in defense of our nation, or in
45 response to national disasters, or in response to an emergency

1 declared by the Governor of New Mexico. This additional leave
2 may be used for pre-deployment training or active duty service.
3

4 8.1.2 The maximum paid military leave is 240 hours per calendar year for
5 employees, who are members of organized reserve units, regardless of
6 the purpose for which that paid military leave is used.
7

8 8.1.3 Employees whose military commitment requires leave time in
9 excess of that granted above may elect to: (1) be placed into unpaid
10 military leave of absence status; or (2) to use accrued vacation leave, in
11 whole or in part, during their period of military leave. When an employee
12 has used all available paid military leave and paid vacation leave, that
13 employee will be placed into unpaid military leave of absence status for
14 the balance of their military leave period.
15

16 **8.2 Vacation and Sick Leave Accruals While in Military Active Duty Status** 17

18 8.2.1 Employees mobilized to active duty by the President of the United
19 States on or after September 12, 2001 in support of operations overseas,
20 in defense of our nation, or in response to national disasters will continue
21 to accrue vacation and sick leave at the same accrual rate as if the
22 employee was not on active military duty during all periods of active
23 military duty, regardless of whether the military leave of absence is paid or
24 unpaid.
25

26 8.2.2 This accrual shall continue while the employee is in active military
27 duty status and until the employee returns to City employment, or until the
28 employee notifies the City of their resignation from City employment or
29 their intention not to return to City employment at the end of their active
30 military duty, whichever date is earlier.
31

32 8.2.3 Any vacation or sick leave accrual allowed to an employee in
33 active military duty status between September 12, 2001 and October 1,
34 2004 may not be converted to cash upon the completion of that person's
35 City employment.
36

37 **8.3 Health Insurance Benefits While in Military Active Duty Status** 38

39 8.3.1 For employees mobilized to active duty by the President of the
40 United States on or after September 12, 2001 in support of operations
41 overseas, in defense of our nation, or in response to national disasters,
42 the City shall continue to pay the employer portion of health insurance
43 premiums for that employee to the same extent as if that employee were
44 not on active military duty status.
45

1 8.3.2 The employee in active military duty status must continue to timely
2 make payment of the employee portion of health insurance premiums to
3 the same extent as if that employee were not on active military duty
4 status. Failure to do so will result in termination of health insurance
5 coverage. It is the obligation of the employee on active military duty status
6 to notify the Benefits Division of the Human Services Department how the
7 payments will be made.
8

9 8.3.3 Provided the employee is and remains current on all required
10 employee contributions to health insurance premiums, the City shall
11 continue to pay the employer portion of health insurance premiums while
12 the employee is in active military duty status and until the employee
13 returns to City employment, or until the employee notifies the City of their
14 resignation from City employment or their intention not to return to City
15 employment at the end of their active military duty, whichever date is
16 earlier
17

18 **8.4 Members of Unorganized Reserve Units** 19

20 8.4.1 Employees who are members of unorganized reserve
21 components, as sanctioned by the State of New Mexico, or the Federal
22 government, are granted:
23

24 8.4.1.1 The equivalent of fifteen (15) 8-hour work days of paid
25 military leave per calendar year. This leave is for the purpose of
26 attending organized courses of instruction or training; and or
27

28 8.4.1.2 The equivalent of fifteen (15) 8-hour work days of paid
29 military leave per calendar year if the employee is mobilized to
30 active duty by the President of the United States in support of
31 operations overseas, in defense of our nation, or in response to
32 national disasters, or in response to an emergency declared by the
33 Governor of New Mexico. This leave may be used only for active
34 duty service.
35

36 8.4.2 The maximum paid military leave is 240 hours per calendar year
37 for employees who are members of unorganized reserve units, regardless
38 of the purpose for which that paid military leave is used.
39

40 8.4.3 Employees whose military commitment requires leave time in
41 excess of that granted above may elect to: (1) be placed into unpaid
42 military leave of absence status; or (2) to use accrued vacation leave, in
43 whole or in part, during their period of military leave. When an employee
44 has used all available paid military leave and paid vacation leave, that
45 employee will be placed into unpaid military leave of absence status for
46 the balance of their military leave period.

1
2 **8.5 General Provisions**
3

4 8.5.1 In no case shall the hours of paid military leave in a calendar year
5 exceed the maximum number of hours provided above, even though the
6 maximum number of hours is calculated by reference to "work days".
7

8 8.5.2 All military leave pay is paid at the employee's straight-time rate of
9 pay.
10

11 8.5.3 Employees working on a part-time basis will be granted paid
12 military leave on a prorated basis.
13

14 **8.6 Transition Provision**
15

16 8.6.1 Any employee who has received paid military leave prior to
17 October 1, 2007 in excess of the maximum amount allowable in any
18 calendar year under the terms of this Agreement shall not be required to
19 reimburse the City for the excess.

20 **9. OTHER LEAVE WITH PAY**
21

22 **9.1 Requests for Paid Leave**
23

24 9.1.1 Motor coach operators are responsible for the accurate completion
25 of their P-30 requests for leave. The same training available to supervisors
26 on proper completion of P-30s will be available on a volunteer basis to
27 MCOs.
28

29 **9.2 Birthday Leave**
30

31 **This section intentionally left blank**
32

33 **9.3 Blood Donation Leave**
34

35 **This section intentionally left blank**
36

37 **9.4 Managerial Leave**
38

39 **This section intentionally left blank**
40

41 **9.5 Administrative Leave**
42

43 **This section intentionally left blank**
44

1 **9.6 Hardship Leave**

2
3 9.6.1 Hardship Leave will be applied as provided for under Section 17C of
4 the Merit System Ordinance.
5

6 **9.7 Attending Court**

7
8 9.7.1 An employee who is instructed to attend Court either as a member
9 of the jury or as a witness will be paid as follows:
10

11 9.7.1.1 MCOs or SVCs assigned to a regular run or line will be
12 paid no less than what the employee would have received for the
13 regular run or line which was missed by reason of his/her
14 attendance at court.
15

16 9.7.1.2 Extra Board Operators will be paid at their regular hourly
17 rate for the time spent attending court.
18

19 9.7.2 However, the employee will pay over to the City any fees received
20 by the employee for attending court except for fees received for attending
21 court on the employee's day off.
22

23 9.7.3 When the employee is released by the court, the employee will
24 report back immediately to his/her supervisor and assume his/her normal
25 duties.
26

27 **9.8 Leave to Vote**

28 **This section intentionally left blank**
29

30 **10. LEAVE WITHOUT PAY/ LEAVES OF ABSENCE**

31
32 **10.1 Absence Without Authorized Leave**

33
34 **This section intentionally left blank**
35

36 **10.2 Leave Without Pay**

37
38 10.2.1 Employees holding office in The Union may be granted leave
39 without pay under the provisions of Section 18 of the City's Merit System
40 Ordinance, as amended. The employee will retain seniority rights as
41 defined in Section 15 of this Agreement.
42

43 10.2.2 MCOs and SVCs will be eligible for leave without pay privileges for
44 up to two (2) consecutive working days when qualified replacement drivers
45 are available subject to the prior approval of the Department Director or

1 his/her designated representative. During normal working hours there will
2 be a designated supervisor present to make decisions concerning leave
3 without pay requests.
4

5 10.2.3 1 Return From Leave, Time to Report: MCOs and SVCs returning
6 from sick leave or leave of absence must report for duty not later than 2:30
7 pm, preceding the work day. MCOs and SVCs reporting back after 2:30
8 pm will not be guaranteed to work their normal bid run, but will go to the
9 bottom of the extra board for the next day's work assignment. EML will be
10 considered on a case-by-case basis. A supervisor may not obtain
11 confidential medical information concerning an employee without written
12 approval from the employee.
13

14 **10.3 Leave of Absence**

15

16 10.3.1 Injury Time, Sick Leave, Emergency (Medical) Leave, Holiday Pay,
17 and Vacation for the Extra Board:
18

19 10.3.1.1 Payments under these categories are to be credited
20 toward the guaranteed minimum work hours per week. Only
21 Holiday Pay will be credited toward the established workweek
22 required for the purpose of computing weekly overtime.
23

24 10.3.1.2 An employee on Workers Compensation Injury shall not
25 be entitled to paid leave or compensation for any time required to
26 attend an appointment with a physician. An employee on Workers
27 Compensation Light Duty with Department shall be entitled to paid
28 leave for travel to a physician's appointment related to the
29 employee's injury during the employee's duty day, the time required
30 for the physician's services and travel time back to the employee's
31 work site provided the total travel time does not exceed thirty (30)
32 minutes. Whenever possible, the employee shall schedule the
33 appointment at a time when the employee is not working for the
34 City. The City shall not contact the employee's physician to
35 reschedule the employee's appointment.
36

37 10.3.2 Leave of absence will be granted to employees without loss of
38 seniority.

39 **11. WORK WEEK**

40

41 **11.1 FLSA Non-Exempt Employees**

42

43 **This section intentionally left blank**
44

11.2 FLSA Exempt Employees

This section intentionally left blank

11.3 Time Lost Through No Fault of Operator

11.3.1 The City will not be held responsible for operator's time lost when coaches or Sun Van vehicles are prevented from leaving the garage or are ordered to return to the garage or if an act of god or circumstances beyond the control of the City prevents the maintaining of service. Except that when a regular assigned driver reports for work and is unable to perform his/her duties as a result of bad weather, the employee shall be paid the regular rate of pay of that day and may be assigned other duties.

12. WORK HOURS

12.1 Straight, Split and Relief Run

12.1.1 Regular work runs will be classified as straight, split and relief. A straight run is computed on the basis of continuous time on duty. A relief work run is made up of the off days of three or more regular runs. A split is daily regular runs with a break in continuous service. Split runs advertised for bid will be expressly posted as split run assignments.

12.1.2 Drivers assigned to split runs will receive for hours worked, twenty-five cents per hour split run pay for runs with a total time of less than 13 hours, thirty cents per hour split run pay for runs with a total of more than 13 hours, and thirty five cents per hour split run pay for runs with a total of 13.5 hours or more.

12.1.3 The differential pay applies provided that:

12.1.3.1 The operator works the first half of the shift and a minimum of half of the second shift.

12.1.3.2 A callback never constitutes a split run.

12.1.3.3 Extra Board operators will be paid the split run differential when assigned to regular split runs.

12.1.3.4 Extra Board assignments of pieces of work never constitutes a split run.

12.1.3.5 The differential pay will not be paid for Injury Time, Sick Leave, Holiday Pay or Vacation.

12.1.3.6 Any time between blocks that is 60 minutes or less in duration will be counted as continuous time worked regardless whether the time occurs during a route or overtime.

12.2 Call Back

12.2.2 Call Back- All operators who have completed their assignments and are called back to work or are asked to work additional hours with a break of thirty (30) minutes, will be paid for a minimum of two (2) hours at straight time rate, or at one and one-half their normal hourly rate for actual time worked, whichever is greater. It is understood by the parties that once an MCO or SVC is required to call in and make themselves available he/she will be compensated with stand-by time at their normal rate of pay from the time required to call in until released.

12.3 Tardiness and Missouts

12.3.1 Official running time will be kept in the dispatcher's office. It is the responsibility of each and every operator to have a watch which must be set daily to the official clock in the dispatcher's office.

12.3.2 Operators who are tardy or are no shows or missouts as defined below will be assessed penalty points for each and every instance.

12.3.3 Disciplinary action will be determined according to total combined points for Tardies, No Shows or Missouts.

12.3.4 The penalty point scale for disciplinary action is:

1-7	=	Letter of Warning
8-11	=	One day working suspension
12-18	=	Two day working suspension
19-28	=	Three day LWOP suspension
29-39	=	Six Day LWOP suspension

40 points and over will be just cause for termination.

12.3.5 Tardies. Tardiness is defined as up to eleven (11) minutes late for sign-on as listed for that day on the operator's sign-on sheet.

12.3.5.1 First Tardy: Operator will work the assigned schedule and be assessed 1 penalty point.

12.3.5.2 Second Tardy: Operator will work the assigned schedule and be assessed 2 penalty points.

12.3.5.3 Third Tardy: Operator will work the assigned schedule and be assessed 4 penalty points.

1 12.3.5.4 Fourth Tardy: Operator will work the assigned schedule
2 and be assessed 7 penalty points.

3 12.3.5.5 Fifth Tardy: Operator will work the assigned schedule and
4 be assessed 10 penalty points.

5 12.3.5.6 Sixth Tardy: Operator will work the assigned schedule
6 and be assessed 14 penalty points.

7 12.3.6 A No Show or Missout is defined as the failure to be present for
8 work 12 or more minutes past the sign-on time as listed on the Operator's
9 sign in sheet. If an Operator has a No Show or Missout, but reports in
10 person to work prior to one hundred and twenty (120) minutes past the
11 sign on time, the shift supervisor will put the operator to work on his/her
12 regular assignment and the following sanctions will apply:

13 12.3.7 Tardies, No shows or Missouts:

14 12.3.7.1 First No Show or Missout: Operator will be assessed 3
15 penalty points.

16 12.3.7.2 Second No Show or Missout: Operator will be assessed 5
17 penalty points.

18 12.3.7.3 Third No Show or Missout: Operator will be assessed 8
19 penalty points.

20 12.3.7.4 Fourth No Show or Missout: Operator will be assessed
21 11 penalty points.

22 12.3.7.5 Fifth No Show or Missout: Operator will be assessed 15
23 penalty points.

24 12.3.8 After a No Show or Missout, the operator will be assigned to
25 complete their own route or assigned below all permanent operators on
26 the extra board or alternative duties of benefit to the City of Albuquerque.

27 12.3.9 Operators shall have penalty points deducted, (credit points) from
28 their total points as follows:

29 12.3.9.1 60 consecutive work days without a violation - 5 points

30 12.3.9.2 120 consecutive work days without a violation - 10 points

31 12.3.9.3 180 consecutive work days without a violation - 15 points

32 12.3.9.4 240 consecutive work days without a violation - 20 points

33 12.3.10 Drivers who do not make themselves physically available within
34 the first two hours may be subject to disciplinary action on a case-by-case
35 basis rather than the Levels above. Penalties under this Section will be
36 taken within 30 days of the date of the disciplinary action or the date of the
37 hearing determination whichever occurs last. Drivers making themselves
38 available will be put on paid status as protectors.
39

1 12.3.11 Three months (90 calendar days) of a clear record will cancel out
2 one tardiness or one missout at the option of the employee. After the
3 ninety (90) days employees will have the responsibility of requesting which
4 violation is to be cleared. Employees will have ten (10) calendar days to
5 request this to management. If the employee does not request this
6 management may clear the most serious infraction on record.
7

8 12.3.12 The last twelve-month period will be considered for the purposes
9 of the application of this Section.
10

11 12.3.13 A tardiness or missout as a result of a medical emergency
12 requiring hospitalization confinement of an immediate member of the
13 household will be dismissed with proper documentation.
14

15 12.3.14 In case of absence from work, the employee must report in (call
16 in) at least one hour prior to sign-ons beginning up to 7:30a.m. On sign-
17 ons beginning after 7:30a.m., the employee must report in (call in) sixty
18 minutes prior to sign on time.
19

20 12.3.15 When an employee receives a missout, sick leave, or vacation
21 will be considered on a case-by-case basis.
22

23 12.3.16 Protector is defined as a driver who is assigned a specific
24 reporting time and who must be available to substitute for absent drivers.
25

26 12.3.16.1 A protector will be considered tardy when he/she reports
27 to work after his assigned reporting time but not later than 12
28 minutes following the reporting time.
29

30 12.3.16.2 A protector reporting to work more than 12 minutes late
31 will be charged with a missout.
32

33 12.3.17 Tardiness and No-Shows (For Sun Van Chauffeurs Only)
34

35 12.3.17.1 Tardiness is defined as not reporting to work on time for
36 sign-on as listed for that day on the driver's sign-on sheet.
37

38 12.3.17.2 A Protector is defined as a driver who is assigned a
39 specific reporting time and must be available to substitute for
40 absent drivers.
41

42 12.3.18 Any discipline administered under this section does not prevent
43 an employee from filing a grievance.
44

12.4 Rest Periods

12.4.1 Transit employees working eight (8) or more hours per day shall be granted one (1) ten-minute rest period during the first half of the shift and one (1) ten-minute rest period the last half of the shift. Such periods will be scheduled by Management. If a piece of work run, works less than three (3) hours and has no break, the other part of the work run will be guaranteed to have at least twenty (20) minutes of break time not to be scheduled towards the end or beginning of shift, SVCs working 8 or more hours per day will be granted one 15 minute rest period during the first half of the shift and one 15 minute rest period during the last half of the shift. Such periods will be scheduled by Management. Management will schedule a 30 minute non-paid lunch period for SVCs working 8 or more hours per day.

12.4.2 When a place of rest period is changed or created, the Union will be allowed input prior to the change, except under emergency conditions. (This Subsection 12.4.2 does not apply to SVCs).

12.4.3 The Transit Department will assign an employee the duty of identifying businesses on bus routes that allow Motor Coach Operators to use their restroom. Motor Coach Operators agree not to abuse this privilege granted by business owners.

12.4.4 The parties recognize that the provisions of Subsection 12.4.1 cannot be adhered to in all instances, however they will continue to be a goal of the Union and the Department. In an attempt to reach this goal the Department will implement a Break and Recovery Time scheduling plan.

12.4.4.1 Demand Response Service. Lunches for SVCs will not be scheduled before 10:30AM. SVCs will be granted one fifteen minute rest period during the first half of the shift and one fifteen minute break during the second half of the shift.

12.4.4.2 Fixed Route Service. It is a goal of the City and the Union to correct breaks and recovery time at the earliest possible time when the City receives notice of the problem.

12.5 Other Work Hour Provisions

13. WORK ASSIGNMENTS

13.1 Special Events

13.1.1 Assignments under this section shall be made in the following order:

1
2 13.1.1.1 Extra Board Operators who have not, or probably will not,
3 work a forty (40) hour workweek, will be assigned first.
4

5 13.1.1.2 Volunteer lists for the July 4 and Christmas Eve Luminaria
6 Tour will include regular operators, Extra Board operators, and
7 SVCs who have completed or probably will complete their
8 established forty (40) hour workweek. These lists will be posted two
9 (2) weeks prior to the events to allow employees to sign up. Failure
10 to report for work after volunteering will be treated as an absence
11 from work and subject the operator to disciplinary action.
12

13 13.1.1.3 Selection from the list identified in paragraph 13.1.1.2
14 above will be processed by seniority on a rotating basis. If there are
15 no volunteers or an insufficient number of volunteers, the
16 Department shall order, in reverse order of seniority, drivers to
17 work.
18

19 13.1.1.4 Reverse order of seniority – again the employee is
20 required to report to work. No paid leave will be granted except for
21 sick leave with a certified doctor's certificate. Should an operator
22 be assigned to work as provided herein, the employee must work
23 the assignment, or on his/her own find another City of Albuquerque
24 MCO or SVC, who is not scheduled to work, to work the
25 assignment. This will be restricted to MCOs and SVCs respective
26 Divisions.
27

28 13.1.2 Overtime work may be required in emergencies, as determined by
29 supervisors.
30

31 13.1.3 If the City contracts with any outside entity to provide buses and
32 drivers to service a special event, such service will be considered a job
33 assignment subject to this Section, and Drivers will be required to work the
34 assignment.
35

36 13.1.4 If the City contracts with any outside entity to provide buses and
37 drivers to service a special event, the drivers shall be compensated at
38 time and one-half their regular rate of pay for such assignments.
39

40 13.1.5 The City shall meet and confer with the Union President prior to
41 contracting with any outside entity to provide buses and drivers to service
42 a special event.
43

44 13.1.6 Nothing in this Section shall be construed to be a waiver of any
45 rights conferred by the Section 13(c) of the Federal Mass Transportation
46 Act.

13.2 Light Duty/ Modified Work Assignments

13.2.1 Employees Disabled: Employees holding the job position of MCO and SVC who may become physically disabled and unable to perform their normal duties may be given considerations for assignment to such other duties as they are qualified to perform in the Transit Department.

13.2.2 Injury in the Performance of Duty: Refer to Section 16, as amended, of the City's Merit System Ordinance and the City's Modified Work Policy. Employees injured in the line of duty will abide by the City's Light Duty Modified Work Program. Should the policy be amended, the Union will be given an opportunity to review the amendments and provide written input within 15 days of implementation.

13.3 Operation of Motor Coaches

13.3.1 This Section does not apply to SVCs except as noted in Subsection 13.3.2.

13.3.2 All Motor Coaches in revenue service will be operated by employees holding classification of MCOs or SVCs. This section shall not prevent the operation of Motor coaches by employees other than MCOs as follows:

13.3.2.1 Within the garage;

13.3.2.2 For change-out and testing purposes; and

13.3.2.3 In situations when MCOs are not available as a result of employee emergencies, employee absences or for supervisor re-orientation.

13.3.3 MCOs are required to leave time points on schedule, however, when service is not adversely affected, the 0-5 minute arrival standard will be considered in determining on-time performance.

13.3.3.1 Supervisors will consider minimum travel time from the last service time point on the schedule to determine whether the motor coach operator is arriving at the garage too early.

13.3.3.2 MCOs are required to leave their scheduled time points on time, however, they may arrive up to 3 minutes early at the shift relief point or end of service point as long as service and safety are not affected adversely.

1 13.3.4 Motor Coaches with inoperable radios will be given priority in
2 change outs, or be given a hand held radio when available for the
3 purposes of safety.
4

5 **13.4 Extra Board Operators** 6

7 13.4.1 The Extra Board will be maintained at a level consistent with the
8 needs of the department. The Extra Board will be established and
9 maintained under the control of the Transit Director or his/her designee.
10

11 13.4.2 Extra Board Operators will be guaranteed a minimum of forty (40)
12 hours of work per week with one (1) scheduled day off per week.
13 Operators will also have a minimum of eight (8) hours of release from duty
14 before commencing a new workday. Extra Board Operators assigned to
15 work a regular bid run will receive the same guaranteed time as the driver
16 regularly assigned to that run.
17

18 13.4.3 Extra Board Operators may bid in seniority order on regular runs
19 available for five or more consecutive work days. Regular runs may
20 become available as a result of new positions or temporary vacancies in
21 regular assignments. Regular runs may also be available due to vacation,
22 deaths, retirement, or termination of a regular operator. Extra Board
23 Operators that bid on regular runs must retain that run until the regular
24 operator returns or the next regular bid; whichever occurs first. Extra
25 Board Operators may not bump other Extra Board Operators already on
26 regular runs. Extra Board Operators who bid regular runs are still
27 considered on the Extra Board.
28

29 13.4.4 Extra Board Operators will bid for the available day off by seniority.
30 However, should an Extra Board Operator bid for an available regular run,
31 that operator will be required to accept the days off assigned and will be
32 paid 8/10 hours that are guaranteed for that regular run.
33

34 13.4.5 It is recognized that management may make necessary
35 adjustments to accommodate the forty-hour (40) workweek guarantee
36 and/or reduce unnecessary overtime.
37

38 13.4.6 The bidding process (Subsection 15.1) will be reviewed by
39 management on a regular basis. Should problems arise, adjustments may
40 be made with prior input from Union representatives.
41

42 13.4.7 The City agrees to make every reasonable effort to assign the
43 Extra Board Operators regular hours of eight hours per day consistent with
44 operational needs and the public interest.
45

1 **14. SENIORITY**

2
3 **14.1 Seniority Determination**

4
5 14.1.1 Seniority for the purpose of this contract is defined as follows:

6
7 14.1.1.1 For employees hired on or after February 1, 1965,
8 seniority is established by the seniority list published and posted on
9 February 1, 1965.

10
11 14.1.1.2 For employees hired after February 1, 1965, and before
12 July 21, 1984, the current seniority list will apply.

13
14 14.1.1.3 The date of hire as a permanent MCO shall establish
15 seniority. Drivers hired on the same date are required to draw lots
16 to establish who is senior.

17
18 14.1.2 Seniority will be recognized for the following purposes:

19
20 14.1.2.1 Bidding on runs, and displacement privilege and days off.

21
22 14.1.2.2 Bidding on vacation.

23
24 14.1.2.3 Layoff and recall.

25
26 14.1.2.4 On promotions (when qualifications, performance and
27 fitness are equal).

28
29 14.1.3 A seniority roster heretofore defined, will be posted on the bulletin
30 boards to which MCOs shall have access at all times. Current seniority
31 rosters shall be posted on March 15, June 15, September 15, and
32 December 15 of each year and the Union shall be furnished copies.

33
34 14.1.4 Protest of Seniority Roster: A protest of seniority roster on current
35 posted lists must be made within fifteen (15) days from the seniority list is
36 posted, or the seniority list will be considered correct.

37
38 14.1.5 Employees will not lose their seniority rights while assigned to
39 Physical Layoff (Department 98) provided the employee has not been
40 placed on Physical Layoff more than one (1) time.

41
42 14.1.6 MCOs promoted or demoted within the Transit Department will
43 have seniority reinstated upon returning to the position. Seniority will not
44 be accrued while outside the MCO.

1 14.1.7 Seniority for SVCs will be reduced to a master list that represents
2 the order already established at Sun Van. This list will become official
3 when signed by the Chairman of the Local Committee of Adjustments and
4 the City's Director of Employee Relations.
5

6 14.1.8 Any permanent, non-probationary employee transferring to MCO or
7 Sun Van will be put on the bottom of the permanent, non-probationary
8 seniority roster.

9 **15. BIDDING and VACANCIES**

10
11 **15.1 Bidding on Regular Assignments**
12

13 15.1.1 Regular assignments will be advertised for bid. The bid notice will
14 identify the type of assignment, number of hours, and time the bid
15 procedure will close. New runs and vacancies between general bids will
16 become a part of the Extra Board.
17

18 15.1.2 General Bid for Assignments: A general bid for all regular runs
19 shall be conducted approximately every four (4) months, beginning in the
20 month of June. At the direction of the Transit Director, a bid may be
21 conducted anytime during the year to address budget or other
22 administrative considerations. If this situation occurs, the next general bid
23 will occur within a period not to exceed four (4) months. All bids will be
24 posted. It is recognized that the general bid is for the benefit of the
25 bargaining unit and no pay will be given for this bid process.
26

27 15.1.3 Bids to be made in accordance with the following criteria:
28

29 15.1.3.1 MCO's will bid for their respective runs in order of
30 seniority. Any MCO failing to fill the MCO's position on the Board at
31 the time allocated the MCO will be bid around by the other
32 operators in their respective order, taking their choice of bids,
33 including the one held by the operator not present to take the
34 MCO's turn. Bidding done on the employee's time off is not time
35 worked.
36

37 15.1.3.1.1 The bid will normally begin on a specified date,
38 and end approximately 7 days later.
39

40 15.1.3.1.2 A member of the Union will monitor the entire
41 process. Time spent monitoring the process will be paid as
42 union time. Any gap between bid times will be considered
43 paid time.
44

1 15.1.3.1.3 In most instances, drivers will be assigned to bid
2 outside of times when they are on their regular work shifts.
3 Other than extra board drivers, no driver will be required to
4 bid during the MCO's assigned run unless doing so would
5 hold up the bid board for more than three (3) hours. In such
6 cases, the driver will be expected to submit a proxy bid to
7 designate their choice of bids.
8

9 15.1.3.1.4 Drivers will be allowed ten (10) minutes to
10 complete their bid.
11

12 15.1.3.1.5 Both Union and management will have a copy of
13 all proxy bids.
14

15 15.1.3.1.6 If requested by the Union, there will be two bid
16 boards, one for bidding, and the other for review by those
17 drivers waiting to bid.
18

19 15.1.3.2 SVCs will be allowed to bid on regular assignments in
20 accordance with the MCO criteria set forth in Section 15.1.3. The
21 assignments to be bid will be posted. The bidding process is for the
22 benefit of the bargaining unit and no pay will be given for this
23 process.
24

25 15.1.3.2.1 The bid process will occur every four months.
26 The Union Sun Van representative will monitor the entire bid
27 process. Time spent monitoring the process will be paid as
28 Union time. MCOs will assist the bid process only when the
29 Union monitor is not available.
30

31 15.1.3.2.2 Drivers are allowed ten (10) minutes to complete
32 their bids. All proxy bids will be kept in a locked box. The
33 Union and management will have the only keys. There will
34 be two bid boards if requested, one for bidding and one for
35 those waiting to bid. Drivers are not required to be present
36 to bid.
37

38 15.1.3.2.3 Drivers may submit a list to the Union of five (5)
39 choices of schedules in order of preference. The Sun Van
40 representative union member is authorized to bid for an
41 absent driver.
42

43 15.1.3.2.4 Proxies are required if any SVC is not available
44 for the SVCs bid time. The Union will bid for any SVC who is
45 not present to bid during the SVCs time and who has not
46 presented a proxy.

1
2 15.1.3.2.5 The parties will make all reasonable efforts to
3 complete the bid process within two days.
4

5 15.1.3.2.6 The bid board shall be maintained for one week
6 following the conclusion of a bid to allow operators the
7 opportunity to place written comments concerning any issue
8 related to assigned runs. The comments may include safety
9 issues and situations where operators are not receiving at
10 least an eight (8) hour relief time between assigned runs.
11 The comments will be maintained by the Union. The issues
12 shall be the subject of discussions between the Department
13 and the Union.
14

15 15.1.3.3 In the event an operator is on duty when his/her turn
16 comes to bid on the assignment but time will not permit him/her to
17 be at the place of bidding, the operator will not be bid around.
18

19 15.1.4 Assignment Changes: When a regular or extra assignment is so
20 changed that working conditions are materially changed, the parties shall
21 meet and confer in an attempt to determine the most efficient manner to
22 resolve the situation. If the situation is not resolved by mutual agreement
23 a new bid will be conducted to follow the agreement. In the operations
24 and application of this section the following will be considered a material
25 change: Change of over two (2) hours in signing on or off assignment.
26

27 15.1.4.1 Once posted, the daily board will not change MCO or
28 SVCs assignments without notifying the employee. If an MCO or
29 SVC has a tardy or missout due to lack of notification of an
30 assignment change, the MCO or SVC will not be subject to
31 disciplinary action as a result of the tardy or missout.
32

33 15.1.5 Regular Assignments – All passenger service work that can be
34 combined to provide eight (8) or more hour's work and having a regularity
35 of five (5) or more days per calendar week will be established as regular
36 assignments. Regular assignments may be split only once without
37 payment of continuous time.
38

39 15.1.6 Route schedules prepared by the Transit Department shall be
40 presented to the Union for review by the Union. The Union shall submit its
41 proposed changes in writing to the Department no later than one (1) week
42 prior to the posting of the bids. The Department shall consider the
43 recommendations and prepare a final schedule for implementation.
44

45 15.1.7 Although the Department does not guarantee each driver a forty
46 (40) hour per week work schedule, the Department will continue to

1 schedule drivers in a manner that uses the forty (40) hour schedule as its
2 goal.

3 4 **15.2 Route Committee**

5
6 15.2.1 A Route Committee will be established to provide the Union and
7 employees the opportunity to review a proposed bid before it is submitted
8 to the drivers. The Union shall appoint a maximum of two (2) employees to
9 the committee. The committee will be advisory only. The parties shall
10 meet at mutually acceptable times. In addition to consulting on the bid, the
11 parties shall address the rest period and lunch time issues and
12 recommend changes to the ABQRide Director that will maximize
13 compliance with the goals set forth in Section 12.4 of this Agreement.
14

15 **15.3 Assignment Exchanges**

16
17 15.3.1 Assignment exchange is an agreement between two drivers
18 trading assignments for one day or part of a day. It shall not be the
19 responsibility of the City to make any monetary adjustment regarding the
20 execution of an assignment exchange.
21

22 15.3.2 Drivers who participate in an assigned exchange must provide
23 written, signed agreement to exchange assignments to the operation
24 supervisor at least 24 hours prior to the starting time of the assignment
25 exchanged.
26

27 15.3.2.1 It shall be the responsibility of the operator initiating the
28 request to submit all required paperwork. Also, it is the
29 responsibility of the operators to sign the sign-on sheets in the area
30 designated for run exchanges on the date of the exchange. Failure
31 to comply with this subsection will disqualify an operator for such
32 privileges for up to one year. Assignment exchanges will be limited
33 to no more than 4 per quarter per individual whether you are the
34 requesting or agreeing operator. Exchanges will be subject to
35 approval by Division Manager or his/her designee. If an employee
36 is denied the request, the employee shall be provided a reason for
37 the denial. Upon request, the employee's designated union
38 representative shall be provided the reason.
39

40 15.3.3 The Operator who agrees to work that shift shall be responsible for
41 execution of shift, in the event an operator reports off for any reason, and
42 the vacancy necessitates overtime; then the operator responsible shall be
43 docked the overtime at time and one-half. In the event an operator reports
44 off for any reason when he is to execute this trade agreement, and the
45 vacancy does not necessitate any overtime, then the shift shall be paid
46 back as agreed upon, at the Department's discretion, or within thirty days.

1 The Tardiness and Missout, Subsection 12.3, will apply to assignment
2 exchanges.
3

4 15.3.4 A driver will be eligible for paid sick leave while on an assignment
5 exchange with proper documentation. If the driver doing the assignment
6 exchange reports off sick and is granted sick leave, the driver will be
7 charged for that leave.
8

9 **15.4 Bid Board**

10

11 15.4.1 A Leave Bid Board shall be established that will permit employees
12 to plan personal activities in advance by utilizing accumulated vacation
13 leave. The Leave Bid Board will be posted at the beginning of the workday
14 at each facility on the Monday prior to the end of each pay period. Extra
15 board positions shall be used to fill available vacation slots on the Leave
16 Bid Board.
17

18 15.4.2 At least one (1) and a maximum of three (3) positions shall be
19 allotted to the bid board. The number shall be determined solely by the
20 Department.
21

22 15.4.3 An employee who has not used sick leave within the prior forty-five
23 (45) calendar days and who has at least forty (40) hours of accumulated
24 vacation leave may bid on any available slot on the Leave Bid Board on a
25 first come, first served basis. If two (2) or more drivers bid at the same
26 time for the same date and time, seniority shall be the tie-breaker.
27

28 15.4.4 Once an employee has exercised the employee's right to bid, the
29 employee shall not be allowed to bid again off the Leave Bid Board for a
30 period of forty-five (45) calendar days. Eligible drivers shall be allowed to
31 bid for a maximum of two (2) vacation slots per pay period.
32

33 15.4.5 Three (3) bid boards shall be established: one (1) at the Yale
34 Facility, one (1) Daytona MCO and one (1) Daytona SVC. At a minimum,
35 this agreement shall be in effect until July 1, 2009.
36

37 15.4.6 This provision shall not be subject to challenge under the
38 Grievance Procedure.
39

40 15.4.7 After sixty (60) days implementation of this provision either party
41 may terminate this provision by providing this other party with thirty (30)
42 days written notice of the intent to terminate.

43 **16. UNIFORMS, WORK DRESS**

44

1 **16.1 Clothing Allowance**

2
3 16.1.1 The Clothing Allowance will be \$600.00 per year and will be paid in
4 12 equal payments or 26 equal payments.
5

6 **16.2 Uniforms**

7
8 16.2.1 Service uniforms must meet the requirements of the City. MCOs
9 and SVCs will not be required to patronize any particular firm or individual.
10 Employees shall purchase uniforms that meet the required specifications
11 designated by department rules and regulations. MCOs and SVCs may
12 have the opportunity to wear appropriate outerwear as dictated by
13 seasonal weather conditions.
14

15 16.2.2 Operators will wear the complete uniform as authorized. The
16 wearing of ties and long or short sleeve shirts (one or the other) will be
17 optional.
18

19 16.2.3 The parties will work together to identify the appropriate seasonal
20 wear and the suppliers of MCO and SVCs Uniforms.
21

22 16.2.4 MCOs and SVCs will be permitted to wear the Union emblem or
23 insignia or other apparel, such as windbreakers, while on duty so long as
24 those items are mutually agreed upon by the parties.

25 **17. OCCUPATIONAL HEALTH and SAFETY**

26
27 **17.1 Accident, Incident and Injury Review Committee**

28
29 17.1.1 Notwithstanding the provisions set forth in the Department's
30 "Accident/Incident/Injury Policy and procedure," the accident/ Incident/
31 Injury (AI&I) Committee shall be composed of one (1) MCO or SVC
32 appointed by the Union, one (1) member appointed by the Department
33 and one (1) member mutually chosen by the two (2) appointees. The MCO
34 appointee shall review MCO cases and the SVC appointee shall review
35 SVC cases. If the parties are unable to reach agreement on the third
36 appointee, the City's Mediation Division shall appoint a member.
37

38 17.1.2 The Committee shall review accidents, incidents and injuries and
39 make recommendations to the Department Director in accordance with
40 policy and procedures. The Committee's decision and rationale shall be
41 recorded and retained by the department for six (6) months. If the amount
42 of damage exceeds \$2500.00, the findings of this committee shall be
43 submitted to Risk Management. The Director's decision shall not be
44 subject to the Grievance Procedures.
45

1 17.1.3 During the term of this Agreement, the Committee shall study
2 Departmental Injury Leave records to identify the causes of the injuries
3 and leave, including possible safety deficiencies, employee abuses and
4 any other causes determined by the Committee. The Committee shall
5 report its findings to the Department and Union prior to the
6 commencement of negotiations for a successor contract to this
7 Agreement. The Committee shall also review current accident/ incident/
8 injury policies and procedures and make recommendations to the
9 Department. The Committee shall meet at such times that will not require
10 cost to the Department for time spent on these activities by the
11 Association appointee.
12

13 17.1.4 The Local Committee of Adjustments will meet with the Director or
14 his/her designee after ratification of the new contract to propose changes
15 for improvement of procedures and functioning of the Accident, Incident,
16 and Injury Review Committee.
17

18 17.2 Emergencies

19

20 17.2.1 Supervisors will act immediately to relieve an MCO or SVC upon
21 receiving the first notice of an emergency.
22

23 17.3 Physical Examinations

24

25 17.3.1 The City will bear the expense of in-service medical examinations
26 required by the City. The City reserves the right to designate the
27 examining physician. Employees, who are required by the City to take a
28 physical examination and, who as a result, lose time regularly worked, will
29 be compensated at the employer's regular rate of pay. In no case will
30 overtime be paid for these examinations.

31 18. TRAINING, EDUCATION, LICENSURE and CERTIFICATION

32

33 18.1 Training of New Drivers

34

35 18.1.1 MCOs and SVCs who are assigned to train new MCOs or SVCs,
36 will be paid a 12.5% increase in their hourly rate for all time training.
37

38 18.1.2 The City shall train and certify all trainers.
39

40 18.1.3 Trainers will be selected from a list of certified trainers. All certified
41 trainers shall be afforded the opportunity to train. The Department
42 reserves the right to certify and decertify trainers without being subject to
43 challenge under this Agreement's grievance procedure.

1 19. POSITION DESCRIPTIONS and SPECIFICATIONS

2
3 **This section intentionally left blank**

4 20. PROMOTIONAL PROCEDURES and POLICIES

5
6 **20.1 Transfers/ Promotions**

7
8 20.1.1 MCOs and SVCs are not subject to an additional probationary
9 period when transferring or being promoted within the department.
10

11 20.1.2 During this period of probation, the City will evaluate the
12 employee's performance and determine whether the employee should be
13 retained or discharged. This is the last step of the selection process.
14

15 20.1.3 Should an employee transfer into the position of MCO or SVC from
16 another City position, the employee will receive the rate of pay closest but
17 not lower than the employee's his/her current pay rate and must be within
18 the pay range established for MCOs and SVCs. (See Section 15,
19 Seniority).
20

21 20.1.4 The Local Committee of Adjustments shall have input in the
22 evaluation of employees being considered for the positions of upgrade
23 supervisor.
24

25 20.1.4.1 Subsection 20.1.4 above does not apply to SVCs.
26

27 **20.2 Upgrades**

28
29 20.2.1 The name, date, and shift of the upgraded operator to supervisor
30 will be posted in the driver's room.
31

32 20.2.2 SVCs who are temporarily upgraded to operate a motor coach will
33 be compensated at a rate of pay 15% above their regular rate of pay.

34 21. PERFORMANCE EVALUATIONS and APPRAISALS

35
36 **This section intentionally left blank**

37 22. PERSONNEL FILES and RECORDS

38
39 **This section intentionally left blank**

40 23. CONDITIONS of EMPLOYMENT

1 **23.1 Phone Service**

2
3 **This section intentionally left blank**

4 **24. DISCIPLINE and INVESTIGATIONS**

5
6 **24.1 Disciplinary Actions**

7
8 24.1.1 All complaints from citizens against drivers will be accepted by the
9 Transit Department. Citizen complaints that might result in disciplinary
10 action or a loss of pay for alleged "gross misconduct" as defined in
11 Department policy will be in writing.
12

13 24.1.2 The Operator of a Sun Van or Motor Coach will be made aware of
14 any and all complaints made against him/her. The Operator may file
15 his/her written response to any complaint. Such written response will be
16 attached to the complaint filed.
17

18 24.1.3 A hearing shall be convened to allow the employee and the
19 employee's representative the opportunity to explain the reasons for the
20 employee's actions or lack of action which may result in disciplinary action
21 other than an oral reprimand. The affected employee shall be paid for time
22 spent at the employee's pre-determination hearing.
23

24 24.1.4 An employee shall have the right to Union representation at all
25 stages of an employee's disciplinary proceedings.
26

27 24.1.5 Employee investigations and notices of contemplated disciplinary
28 actions shall be implemented in the following manner:
29

30 24.1.5.1 If an employee is not placed on investigation, disciplinary
31 process shall be initiated against an employee no later than ten
32 (10) work days after the employee's supervisor knew or reasonably
33 should have known of the act that caused the disciplinary action to
34 be initiated.
35

36 24.1.5.2 For the purposes of this provision only, "initiated" shall
37 mean the written communication of a notice of contemplated
38 disciplinary action to the employee.
39

40 24.1.5.3 If the employee's supervisor decides to conduct an
41 investigation, the supervisor shall submit a written notification of
42 investigation to the affected employee no later than ten work (10)
43 days after the supervisor knew or reasonably should have known of
44 the act that the investigation is being initiated.
45

1 24.1.5.4 Throughout the investigation period, the Union may
2 request a verbal progress report on the investigation from the
3 human resources coordinator or the employee's division manager.
4 The Supervisor shall provide this report provided the report does
5 not jeopardize the conduct of the investigation. An employee
6 disciplinary investigation shall normally not exceed forty-five (45)
7 days from the date an employee receives a notice of investigation
8 as cited in paragraph 3 herein. If the supervisor determines that the
9 investigation needs to be extended beyond the forty-five (45) day
10 limitation, the supervisor shall submit a written notice of extension
11 to the employee no later than forty-five (45) days after the
12 employee received the initial notice of investigation. The affected
13 employee or the Union, if designated by the employee, may request
14 periodic verbal status reports on the investigation from the human
15 resources coordinator or the employee's division manager. The
16 requests will be granted provided the supervisor shall not be
17 required to provide information that might jeopardize the
18 investigation process.
19

20 24.1.6 In the event disciplinary action is taken against an employee other
21 than the issuance of an oral warning, the employer shall promptly furnish
22 the employee with a clear and concise statement in writing of the reasons
23 therefore.
24

25 24.1.7 Nothing in this Section shall prevent the employer from disciplining
26 or discharging employees for just cause. Any such decision may be
27 subject to the grievance procedure.
28

29 24.1.8 When discipline is to be imposed, progressive discipline will be
30 considered when it appears that the merits of the case would lend itself to
31 this procedure.
32

33 24.1.9 When possible, the employer agrees to criticize employees in
34 private away from the public and other employees. Each party may have a
35 witness present.
36

37 24.1.10 An employee may propose in writing to management a level of
38 discipline the employee will accept for an offense prior to management
39 imposing disciplinary action. If management accepts the discipline
40 proposed by the employee, the issue will be considered settled and the
41 action will not be grieved.
42

43 **24.2 Investigations**

44

45 24.2.1 The parties acknowledge that investigations of disciplinary actions
46 should be conducted in a manner which affords the employees involved

1 an environment that is conducive to problem solving. Union concerns over
2 investigations will be addressed through the Office of Employee Relations.
3

4 24.2.2 Employees who are the subject of a disciplinary investigation shall
5 be permitted to have union representation upon request. The employer
6 shall not be required to delay the investigative interview more than ½ hour
7 while the employee obtains union representation.
8

9 24.2.3 The Employee Relations Office and the Union President shall
10 continue to meet to discuss issues of mutual concern related to
11 disciplinary and supervision issues.

12 25. GRIEVANCE and APPEAL PROCEDURES

13 **25.1 Grievance Procedures**

14
15
16 25.1.1 Nothing in this Agreement shall prevent any employee from
17 instituting or pursuing any grievance of a letter of reprimand on the
18 employee's own behalf or with the assistance of the Union, in accordance
19 with the provisions of the Merit System Ordinance.
20

21 25.1.1.1 The parties agree that disciplinary actions held in
22 abeyance are not subject to any grievance procedure.
23

24 25.1.2 The aggrieved employee may have representation at any time or
25 step in the grievance/arbitration procedure. If an employee institutes a
26 grievance under the provisions of Section 3-1-23 of the Merit System
27 Ordinance in effect on the employee's own behalf, in accordance with this
28 Section, the employee's representative will comply with the provisions of
29 Administrative Instruction 1-11, as currently in effect, governing the
30 Grievance Committee Process.
31

32 25.1.3 As a condition of employment, employees are required to appear
33 as witnesses in grievance/arbitration hearings when requested by the
34 aggrieved employee or by the City. Requests for the appearance of
35 witnesses will be made through the Office of Employee Relations. The
36 Office of Employee Relations will notify the Department of any employee
37 called as a witness. An employee called as a witness during working
38 hours shall be paid at the employee's regular rate. The employee will be
39 required to return to work when the employee is no longer needed as a
40 witness.
41

42 25.1.4 An employee called as a City witness during time off shall be paid
43 at straight time for the time spent at the hearing, plus reasonable travel
44 time by whichever party is requiring the employee to appear. This time is

1 not considered time worked for the purpose of computing overtime
2 compensation.
3

4 25.1.5 Any action resulting in the filing of a grievance/arbitration shall be
5 processed according to the procedures in effect at the time of the filing of
6 the grievance/arbitration as provided by the Merit System Ordinance or
7 the Collective Bargaining Agreement. If an employee wishes to appeal a
8 disciplinary action that is subject to this Grievance Procedure, the
9 employee shall elect to use this Grievance procedure or the City's Merit
10 System Ordinance to appeal the action. If the employee decides to use
11 the City's Merit System Ordinance to appeal a disciplinary action, the
12 employee shall appeal the disciplinary action in writing and in accordance
13 with the Ordinance no later than ten (10) days after the employee receives
14 the written notice of disciplinary action. An employee who decides to use
15 this Agreement's Grievance Procedure to appeal a disciplinary action shall
16 appeal the disciplinary action by filing a written grievance no later than
17 fourteen (14) days after the employee received the written notice of
18 disciplinary action. If the employee decides to use this Grievance
19 procedure, the employee may not also use the Merit System Ordinance
20 appeal procedures. If the employee utilizes the Merit System Ordinance
21 appeal procedures, the employee may not use the Grievance Procedure
22 appeal procedures. This decision shall be irrevocable. If the Union, at a
23 later date, decides that the employee's grievance is not meritorious and
24 withdraws the grievance, the employee may not submit an appeal through
25 the Merit System Ordinance."
26

27 25.1.6 If an employee chooses to use the City's Merit System ordinance to
28 appeal a discipline, provisions of this Agreement shall be admissible
29 evidence at the employee's hearing before a Personnel Board hearing
30 officer provided the provisions are relevant to the issue before the hearing
31 officer.
32

33 25.1.7 An officer or a steward will be allowed reasonable time off with pay
34 to represent an employee during a labor board, personnel board grievance
35 or pre-determination hearing. The President/designee will be granted
36 access to work sites to conduct inspections for the arbitration process.
37 The parties agree that such access shall not disrupt the work place. Prior
38 to access of the work site, notification will be given to the appropriate city
39 official. Management may require that the Union President/designee be
40 escorted while on the work site.
41

42 25.1.8 The Union may use either the labor board or binding arbitration for
43 resolution of alleged contract violations, other written agreements and all
44 discipline related grievances. During each year of this Agreement, the
45 Union may use binding arbitration a maximum of five (5) alleged contract
46 violations and/or discipline related grievances. Once the Union requests a

1 panel of arbitrators, that action shall be counted as one arbitration for the
2 purposes set forth herein. For purposes of this subsection, disciplinary
3 related grievances shall be limited to the following:
4

5 25.1.8.1 Suspension
6

7 25.1.8.2 Demotion
8

9 25.1.8.3 Terminations
10

11 **25.2 Grievance Steps and Arbitration Procedures** 12

13 25.2.1 Step I: Within ten (10) workdays of an alleged contract violation or
14 violation of other written agreements, or imposition of a disciplinary action,
15 the Union must submit a notice of grievance or violation to the Department
16 Director, with a copy to the Office of Employee Relations. Such notice
17 shall be as clear and concise as possible, based on information made
18 available to the Union. The Department Director shall have ten (10)
19 workdays to respond in writing to the notification from the Union. If the
20 Union is dissatisfied with the response, the Union may appeal the
21 grievance to the Employee Relations Director no later than ten (10)
22 workdays after the Union received the Department Director's response.
23

24 25.2.2 Step II: Within ten (10) workdays after receipt of the Union's
25 appeal, the Director of Employee Relations or designee shall meet with
26 the Union President or designee and attempt to resolve any grievance
27 issue. It is recognized that the Director and President have the authority to
28 settle disputes.
29

30 25.2.3 Step III: If no resolution is obtained, the Union may initiate appeal
31 proceedings within thirty (30) calendar days after completion of step 2, or
32 forfeit the right to appeal the specific grievance.
33

34 **25.2.4 Time Limits** 35

36 25.2.4.1 In determining the time limits in this Agreement, the date of
37 the grievable act or occurrence shall not be counted.
38

39 25.2.4.2 If the last day of any notice required by this Section falls on
40 a holiday, Saturday or Sunday the time limit shall be extended to
41 the next date that the City Administrative Offices are open for
42 business.
43

44 25.2.4.3 Time limits under this Grievance Procedure may be
45 extended by written mutual agreement of the parties.
46

1 25.2.4.4 If the Union fails to comply with the time limits, the
2 grievance shall be considered null and void.
3

4 25.2.5 Selection of Arbitrator
5

6 25.2.5.1 Arbitrators will be selected from a list of seven (7)
7 arbitrators requested from the Federal Mediation and Conciliation
8 Service. The arbitrator's list shall consist of arbitrators from the
9 region which includes New Mexico as defined by the F.M.C.S. The
10 selection of the arbitrator shall be accomplished by the parties
11 striking names until only one name remains. That person shall be
12 the arbitrator. The party to strike the first name is determined by the
13 flip of a coin.
14

15 25.2.6 Disciplinary Arbitration/Personnel Board Procedures
16

17 25.2.6.1 The tape recording of the arbitration procedure is
18 determined by the arbitrator.
19

20 25.2.6.2 Issues of grievability shall be decided by the arbitrator.
21

22 25.2.6.3 The arbitrator's standard for determining the
23 appropriateness of disciplinary actions shall be just cause.
24

25 25.2.6.4 The arbitrator shall have the authority to accept, modify or
26 reverse discipline imposed by the city.
27

28 25.2.6.5 In the event of reinstatement, a reduction or recision of a
29 suspension or demotion, the arbitrator's award shall be limited to
30 back pay and benefits for time lost, less any compensation received
31 by the employee during the suspension, demotion or termination.
32

33 25.2.6.6 In researching a decision, the arbitrator may consider the
34 Employee Relations Ordinance, the Merit System Ordinance,
35 Personnel Regulations, Administrative Instructions, a collective
36 bargaining agreement in effect at the time of discipline, contract
37 violations, evidence and testimony relevant to jurisdiction and any
38 valid City policy.
39

40 25.2.6.7 The burden of proof on alleged violation shall be on the
41 appellant. The burden of proof in disciplinary grievances shall be of
42 the City.
43

44 25.2.6.8 The standard of review on appeal shall be governed by
45 the New Mexico Uniform Arbitration Act.
46

1 25.2.6.9 Challenges of an arbitrator's decision shall be filed in a
2 court of lawful jurisdiction within sixty (60) calendar days of the filing
3 party's receipt of such decision.
4

5 25.2.6.10 The parties are prohibited from violating written
6 agreements in force which were negotiated in accordance with the
7 Employee Relations Ordinance. Any controversy concerning an
8 alleged contract violation may be submitted for binding arbitration
9 or appealed to the Labor Board.
10

11 25.2.6.11 the arbitrator shall have the authority to interpret and
12 determine compliance with the provisions of the Collective
13 Bargaining Agreement. The Arbitrator may not add to, detract from
14 or alter in any way the provision of the Collective Bargaining
15 Agreement, the Employee Relations Ordinance, the Merit System
16 Ordinance, the Personnel Rules and Regulations, or any valid City
17 Policy.
18

19 25.2.7 General Provisions 20

21 25.2.7.1 The City and the Union agree to attempt to resolve the
22 grievance arbitration in a timely manner.
23

24 25.2.7.2 Costs of arbitration shall be shared equally by the parties.
25 Costs shall include, but may not be limited to: arbitrator fees and
26 expenses, witness fees, and court reporting/tape recording costs.
27 City employee witnesses shall be compensated at their regular
28 hourly rate. Witnesses not employed by the City shall be
29 compensated by agreement of the parties.
30

31 25.2.7.3 The arbitrator shall have the authority to require any party
32 to the arbitration to produce relevant documents and to testify on
33 behalf of either party.
34

35 25.2.7.4 The arbitrator's decision shall be final and binding upon the
36 City, the Union and the grievant, except as provided by law.
37

38 25.2.7.5 The arbitrator shall deliver the arbitrator's award and
39 decision in support thereof, within the F.M.C.S. guidelines after the
40 close of the grievance hearing or submission of briefs, whichever is
41 later, unless otherwise agreed to by the parties.
42

43 25.2.7.6 Alteration of time requirements may be made by mutual
44 consent of the parties. The Director of the Office of Employee
45 Relations and the Union President have the right to settle disputes.
46

1 25.2.7.7 As an incentive to avoid arbitration and its associated
2 costs, at any time prior to the arbitration hearing, either party may
3 submit a written settlement offer to the other party. Counter offers
4 may be submitted in writing until agreement *is* reached, and signed
5 by the parties, thus resulting in a shared cost of all cancellation
6 fees, if any. However, if a written settlement offer is rejected the
7 following shall apply:
8

9 25.2.7.7.1 If a party rejects a written settlement offer, and
10 the arbitrator subsequently makes an award less favorable
11 to that party than the rejected offer, and as favorable or more
12 favorable to the party making the offer, the party rejecting
13 the offer shall pay the costs of arbitration. If the arbitrator's
14 award is not less favorable to any party than a settlement
15 offer that has been rejected, or no settlement offer was
16 tendered, the parties shall split the costs of the arbitration.
17 The arbitrator shall retain jurisdiction to determine fees if
18 there is a dispute as to the application of this Subsection.
19

20 25.2.8 In an effort to expedite the backlog of grievances that currently
21 exist, the parties agree that an effort will be made to settle all existing
22 grievances, and from the date of the signing of this agreement a one year
23 time limit will apply on any new grievance filed.

24 **26. EMPLOYEE REIMBURSEMENTS**

25 26 **26.1 Per Diem and Mileage Reimbursements**

27
28 26.1.1 Employees who are required to use their personal vehicle in the
29 performance of their duties shall receive reimbursement in accordance
30 with applicable City and State law.
31

32 **26.2 Other Employee Reimbursements**

33
34 26.2.1 The City agrees to reimburse or replace the following items if lost
35 as a result of a holdup or robbery while the employee is on duty.
36

37 26.2.1.1 Ticket Punch
38

39 26.2.1.2 Standard watch required by the Transit Department not to
40 exceed \$75 in value.
41

42 26.2.2. The City will reimburse Motor Coach Operators and SVCs for all
43 health aides damaged in the line of duty.
44

1 26.2.3 It is understood that employees will use due caution and diligence
2 in the handling and protection of the items identified above as well as
3 other City property in their possession.
4

5 26.2.4 The City shall reimburse a driver for cash that is lost as a result of
6 a holdup or robbery while the employee is on route. The maximum
7 reimbursement shall be \$250.00.

8 27. EMPLOYEE LIABILITY COVERAGE

9 10 **27.1 Fidelity Bond**

11
12 27.1.1 Should a MCO or SVC be sued in a Civil action for any allegations
13 arising out of the course and scope of the MCOs and SVCs employment,
14 the City will defend and indemnify that MCO or SVC pursuant to the
15 requirements of the New Mexico Tort Claims Act, Section 41-4-1 et. seq.
16 N.M.S.A. 1978 as amended.

17 28. EMPLOYEE ASSISTANCE PROGRAMS

18 19 **28.1 Employee Assistance Program**

20
21 **This section intentionally left blank**
22

23 **28.2 Critical Incident Stress Debriefing**

24
25 **This section intentionally left blank**

26 29. EMPLOYEE VEHICLE USAGE

27
28 Provisions of the Personnel Rules and Regulations and Administrative
29 Instructions in effect as of the effective date of this Agreement shall be
30 applicable to this section.

31 30. EMPLOYEE/ EMPLOYER PROVIDED TRANSPORTATION

32
33 30.1 All MCOs and SVCs to include those who have retired and their
34 wives and children under the age of 19 years and handicapped sons or
35 daughters living in the employee's household will receive free
36 transportation over the lines of the City.
37

38 30.2 The City will furnish transportation to and from the point of relief to
39 the terminal(s) (AM or PM) if requested on the bid sheet, except for reliefs
40 at Yale and Central, and Yale and Kathryn. The transportation will be
41 either by motor coach or by vehicle shuttle.
42

1 30.2.1 For the Yale and Central and Yale and Kathryn reliefs, the
2 City will furnish transportation, if feasible, during after-dark hours
3 and inclement weather.
4

5 30.3 The parties agree to comply with all applicable Court rulings
6 affecting this section.

7 **31. FIREARMS**

8
9 Provisions of the Personnel Rules and Regulations and Administrative
10 Instructions in effect as of the effective date of this Agreement shall be
11 applicable to this section.

12 **32. CITY PROVIDED EQUIPMENT and TOOLS**

13
14 32.1 MCOs and SVCs shall not be required to bear the expense for ticket
15 punchers, rulebooks, or other property issued by the City. Operators will
16 be held accountable for issued property. If lost or rendered unserviceable
17 beyond that occasioned by ordinary wear and tear, the operator shall be
18 required to pay for same at replacement prices. The wearing of the City
19 insignia is optional unless supplied by the City. The wearing of the City
20 insignia is optional for SVCs.

21 **33. EMPLOYEE INCENTIVE PROGRAMS**

22
23 **33.1 Employee Recognition Program**

24
25 Provisions of the Personnel Rules and Regulations and Administrative
26 Instructions in effect as of the effective date of this Agreement shall be
27 applicable to this section.

28 **34. EMPLOYEE PAYROLL DEDUCTIONS**

29
30 **This section intentionally left blank**

31 **35. LAYOFF/ REDUCTION IN FORCE and RECALL**

32
33 **35.1 Layoff and Reduction in Force Procedures**

34
35 35.1.1 When it is necessary to have a reduction in force of employees
36 holding the job of MCO or SVC, MCOs and SVCs will be laid off in reverse
37 order of their designated seniority and will retain and accumulate all
38 seniority rights and privileges, subject to the provisions of Section 15,
39 Seniority.
40

1 35.1.2 MCOs and SVCs laid off as a result of a reduction in force will be
2 privileged to perform work in other City departments when such work is
3 available and when the employee has been qualified by the Human
4 Resources Department and will be privileged to work for other employers
5 and retain their seniority as MCOs and SVCs in the Transit Department.
6 Laid off employees have the responsibility of keeping the City informed as
7 to correct mailing addresses. MCOs and SVCs laid off due to reduction in
8 force will be called back as MCOs and SVCs in the Transit Department in
9 their seniority order according to the following procedure:
10

11 35.1.2.1 The City will advise each MCO or SVC to be recalled by
12 certified or registered United States Mail, delivered to addressee
13 only, return receipt requested, or by telegram. A copy of such
14 recall notice will be furnished to the Union.
15

16 35.1.2.2 A MCO or SVC upon receiving notice of recall, will within
17 three (3) days, acknowledge receipt of same by certified or
18 registered United States Mail, or by telegram, advising the City of
19 the date he/she will be available for service, which available date
20 must not be later than twenty (20) calendar days from the date the
21 operator receives his/her recall notice; under extenuating
22 circumstances, such period may be extended by the City.
23

24 35.1.3 MCOs or SVCs failing to comply with these regulations will forfeit
25 their recall rights and will be terminated. It is understood that the City will
26 have discharged its obligation of notification to laid off MCOs or SVCs by
27 having forwarded recall notices as herein outlined.

28 36. RESIGNATION and RETIREMENT

29 **36.1 Resignation**

30 36.1.1. Upon the termination of an employee holding the job classification
31 of Motor Coach Operator and/or SVC and upon request, he/she will be
32 given a certificate or letters showing his/her length of service and type of
33 position.
34
35
36

37 **36.2 Retirement**

38 36.2.1 At the time of normal retirement, all unused accrued sick leave will
39 be converted to early retirement leave and may be taken as paid leave or
40 cashed out in a lump sum.
41
42

43 36.2.1 Employees with questions regarding their eligibility for retirement
44 should contact PERA at 1-800-342- 3422.
45

1 36.2.2 The City agrees to continue to offer pre-retirement counseling
2 workshops. Such sessions will be held on a quarterly basis. Employees
3 authorized to attend such sessions will be granted City business leave for
4 this purpose.
5

6 36.2.2.1 Employees who have retirement credit with another public
7 employer or who are buying retirement credit are responsible for
8 notifying the Human Resources Department to schedule an
9 appointment for the workshop.
10

11 36.2.2.3 The City will offer Transit employees with 15 years service
12 one day Pre-Retirement Counseling Seminars on City time. Any
13 Transit employee who has under 15 years service may attend by
14 using either vacation or their own personal time.

15 **37. RULES and REGULATIONS**

16 **37.1 Operator's Rules and Regulations**

17
18
19 37.1.1 It is recognized by the parties that it is a management right to
20 establish and change Operator's and SVCs Rules and Regulations and
21 other policies. It is further recognized that management will solicit input
22 from the Union on any changes to the existing Operator's Rules and
23 Regulations and other policies. The Union will meet to discuss
24 recommendations for consideration on the Operator's Rules and
25 Regulations and other policies with the Director or his/her designee during
26 the third week in January and other mutually agreed upon times. The
27 general purpose of this section is to provide fair, equal, and consistent
28 treatment to all City Motor Coach Operators and SVCs. Within 30 days of
29 the ratification of the U.T.U. contract, management will convene a meeting
30 to solicit input from the Union on the proposed Driver's Rules and
31 Regulations. The Union shall have 15 days to review and respond to the
32 proposed changes in the Operators Rules and Regulations manual.
33

34 **37.2 Statutes and Ordinances**

35
36 37.2.1 It is recognized by the parties hereto that the City of Albuquerque,
37 New Mexico, is a creature of the State of New Mexico and therefore
38 possesses only those powers granted to it by the State of New Mexico. It
39 is further recognized and agreed by both parties hereto that this
40 Agreement must be consistent with, not in conflict with, and cannot
41 supersede the statutes of the Federal or State governments or the
42 Employee Relations Ordinance and laws of the City of Albuquerque, New
43 Mexico.

1 38. CONTRACTING OUT

2
3 **This section intentionally left blank**

4 39. STRIKES and LOCKOUTS

5
6 39.1 The Union agrees that it will not engage in any strike work stoppage,
7 picketing, except for informational picketing, and honoring of any picket
8 lines, or any other coercive action against the City during the life of this
9 Agreement, except for reasons of safety.

10
11 39.2 Any MCO and SVC who participates in, supports, or encourages any
12 strike, work stoppage, picketing, except for informational picketing, the
13 honoring of any picket line or other coercive action against the City of
14 Albuquerque shall be subject to discipline or discharge with the right of
15 appeal to the grievance procedure of the Merit System Ordinance only as
16 to the determination of the question of whether the employee so
17 disciplined did in fact participate in, support, or encourage such strike or
18 coercive action.

19
20 39.3 The City guarantees not to lock out any of its employees.

21 40. GENERAL ADMINISTRATIVE PROVISIONS

22
23 **40.1 Limited Re-Opener**

24
25 40.1.1 The parties may agree to re-open salary and compensation for
26 Fiscal year 2011 no later than April 1, 2010.

27
28 40.1.2 If neither party re-opens the contract, pursuant to this Section, the
29 contract will remain in force and in effect as previously agreed until
30 expiration.

31
32 **40.2 Entire Agreement/ Changes**

33
34 40.2.1 It is understood and agreed by and between the parties hereto that
35 this Agreement is the only existing Agreement between the parties and
36 replaced any and all previous agreements.

37
38 40.2.2 It is understood and agreed that changes in this Agreement may
39 be made at any time upon the mutual consent of the parties signatory to
40 this Agreement. No changes in hours, benefits, working conditions will be
41 made without the parties meeting and conferring.

42
43 40.2.3 The parties have had the full opportunity to negotiate all mandatory
44 subjects of bargaining prior to reaching final agreement on this

1 Agreement. The parties have negotiated in good faith and have reached a
2 full agreement on all issues. This Agreement shall represent the only
3 agreement between the parties. All other agreements, written or verbal,
4 shall be unenforceable. Neither party shall be required to negotiate any
5 issue, whether contained in this Agreement or not, during the term of this
6 the City's commitment to meet and confer in good faith with the Union on
7 all proposed Agreement. This provision shall not be interpreted in a
8 manner that negates changes in ordinances or policies that affect
9 employees' terms or conditions of employment.

10
11 **40.3 Interpretation of Agreement**

12
13 **40.4 Disposition of Contract Disputes**

14
15 **40.5 Impasse**

16
17 40.5.1 In the event of an impasse is reached during contract negotiations,
18 the Employee Relations Ordinance, Council Bill 0-67, as amended and
19 approved January 3, 1977, Section 2-2-13 will apply.
20

21 **40.6 Assignability Clause**

22
23 40.6.1 This Agreement shall be binding upon the successors and
24 assignees of the parties hereto, and no provisions, terms, or obligations
25 herein contained shall be affected, modified, altered or changed in any
26 respect whatsoever by any change of ownership or management by either
27 party; or by any change, geographical or otherwise in the location or
28 business of either party.
29

30 **40.7 Savings Clause**

31
32 40.7.1 Should any part of this Agreement be rendered invalid by reason
33 of any existing or subsequent legislation, or be any decree of a court of
34 competent jurisdiction, the remaining portions hereof shall remain in full
35 force and effect.
36

37 **40.8 Term of Agreement**

38
39 40.8.1 This Agreement shall become effective on July 1, 2008 for all
40 purposes unless otherwise stated and provided in this Agreement, and
41 shall remain in effect through 12:00 midnight on June 30, 2011..
42

43 40.8.2 This contract is the full Agreement on all wages and working
44 conditions for the period of November 9, 2008 through June 30, 2010.
45

1 40.8.3 In accordance with the Labor Management Relations Ordinance
2 either side may open negotiations not less than sixty days prior to the
3 expiration of the contract.
4

5 **40.9 Agreement Completion**
6

7 The provisions set forth in this package proposal and all tentative
8 agreements reached by the parties during these negotiations shall be
9 incorporated into the successor agreement. All other provisions of the
10 2006-2008 Agreement that have not been modified or deleted as part of
11 these negotiations shall be incorporated into the successor agreement.
12 Any language missing as a result of format changes to the CBA will revert
13 to the language of the previous contract.
14

15 **BALANCE OF PAGE LEFT BLANK INTENTIONALLY**

